

Contract no. 1537

T

1990 - 1992

CONTRACT BETWEEN

THE TOWNSHIP OF HADDON

AND

THE HADDON TOWNSHIP CLERICAL EMPLOYEES

AFSCME - LOCAL 3528

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PREAMBLE

This Agreement entered into this 28th day of November, 1990, by and between the Township of Heddon, County of Camden, State of New Jersey, hereinafter called the "Township", and Local 3528, which is affiliated with District Council #71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding of all bargainable issues between the Township and the Union.

RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this Agreement.

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, Administrative Code, and the Township's Departmental Rules and Regulations, upon any Township Official or in any way abridge or reduce authority.

This Agreement shall be construed as requiring both the Township and the Union to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred them by law. Nothing contained herein shall be construed to deny or restrict the employees of any such rights as they may have under any other applicable Laws or Regulations. The rights granted to the employee herein shall be deemed to be in addition to those provided elsewhere.

If any provision of this Agreement is held to be contrary to Law, then such provision or application shall not be deemed valid and subelating, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this Agreement modify existing Local Laws.

EMPLOYEE RIGHTS

The Employer and the Employees hereby agree that every employee should have the right to organize, for purposes of collective negotiations and other concerted activities for their mutual aid and protection as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly nor indirectly discourage, deprive, nor coerce an Employee in the enjoyment of any of the rights conferred by the United States and New Jersey Constitutions and other Federal and State Laws. The parties further agree that they shall not discriminate against any employee with respect to hours of work, wages, or any terms or conditions of employment, participation or lack of participation as a member of the Union.

A. An employee shall have the right to inspect his or her personal file at reasonable times provided the Township Clerk, or her designee, is present at the time of the inspection.

B. The Employer agrees to notify the Union and the individual employee, in writing, if any material derogatory to the employee is placed in his personal file, within five (5) days of such placement. Failure to comply with written notification within said five (5) days of such placement would constitute a violation of the contract and would deny the placement of said material into the employees personal file.

C. The Township reserves the right to remove records such as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations, prior to submitting the file to the employee.

D. Employees must notify their Department Head, in advance, when requesting to review their personal file.

E. The Township shall provide a Bulletin Board to be placed in the lunch room.

EMPLOYEE RIGHTS (contd.)

F. The Union shall have the use of the Union bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President or his designee shall be permitted to be posted on said bulletin boards, and said notices shall not contain any political or controversial material.

G. Employees who are covered by this agreement shall perform the duties and responsibilities as outlined in their respective job descriptions.

H. No employee will be responsible for register shortages. Continual shortages will be subject to investigation by the Department Head and the Commissioner of Revenue and Finance.

EQUAL TREATMENT

The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Ten (10) working days prior to the implementation of any rules or work and conduct for employees established by the Township pursuant to the aforementioned, the Township agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

The Township will post new rules five (5) days prior to their implementation.

If an emergency arises, time limits shall be waived.

UNION BUSINESS

Whenever an Employee of the Township or a Representative of the Union is mutually scheduled to participate, during working hours, in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for any sick leave or vacation leave.

MANAGEMENT RIGHTS

The Township of Haddon hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to require compliance by the employees, is recognized.

MANAGEMENT RIGHTS (contd.)

4. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all other conditions of employment, not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other National, State, County, or Local Laws or regulations.

CHECK OFF

A. The Township agrees to deduct monthly union membership dues from the pay of those employees who individually request, on properly dated authorization card during the month following the filing of such card with the Township. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Office of Council #71, together with a list of the names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.

B. Employees covered by this agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

C. The effective date of termination of dues deduction to the majority representative shall be as of July 1, next succeeding the date on which the notice of withdrawal is filed with the employer.

D. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

PROBATIONARY PERIODS

New Employees will serve a probationary period of ninety (90) calendar days. Upon satisfactory completion of the probationary period, an employee will be placed on the seniority list retroactive to his or her date of hire.

PROMOTIONS

The Township shall give preference for promotions and advancement to present employees, when such vacancies exist. The Township shall make every reasonable effort to award the position to the most senior employee who has the ability and qualifications to perform the duties and responsibilities of the position available.

PAY PERIODS

The Township's work week begins on Wednesday and ends on Tuesday of the next week. Pay checks are issued on Friday, with a maximum hold back of three (3) days pay.

The regular hourly rate will be determined by dividing the annual salary by the number of hours (1820) in the employees prescribed work year.

If payday falls on a holiday, paychecks will be issued on the preceding work day.

INSURANCE

All permanent full time employees of the Township will be provided with Blue Cross, Blue Shield, Rider J and Major Medical coverage, paid for in full by the Township.

In addition, the township will also provide a fully paid life insurance policy for each employee in the amount of \$10,000.00, including accidental death and dismemberment. The Township will pay health insurance premiums as a supplement to Medicare for Township employees who have retired after Twenty-Five (25) years or more service with the Township.

HEALTH AND WELFARE

It is agreed between the Township and the Union that the Township shall pay or cause to be paid to the South Jersey Public Employee Health and Welfare Fund the sum noted below for each full-time employee who is a member of the Union and for whom the Union is the bargaining agent for the purpose of this contract, as listed in Appendix A, part of this Agreement, as follows:

Effective 1/1/92 - \$350.00 per year.

WORK WEEK/OVERTIME

The work week shall consist of five (5) days, Monday through Friday. The work schedule for these days shall be 8:30 a.m. through 4:30 p.m. with one hour lunch period being from 12:00 p.m. to 1:00 p.m. or 1:00 p.m. to 2:00 p.m. The staggered hours being scheduled to provide the best possible service to the Township.

A. All hours in excess of a forty (40) hour work week shall be considered overtime and shall be compensated at one and one half (1 1/2) times the regular hourly rate, except as indicated in Section F.

B. Time and one half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

1. All work performed in excess of forty (40) hours in a week.
2. All work performed on Saturday.

C. Double time the employee's regular rate of pay shall be paid for all work performed under any of the following conditions:

1. All work performed on Sunday.
2. For holidays, in addition to the holiday pay.

D. All overtime will be paid in accordance with the salary agreed upon for the current year of the contract.

E. Time paid for (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

F. Effective January 1, 1991, the base rate of time and one-half (1 1/2) of the hourly schedule for overtime will not be paid for the first hour at the end of the work day. Such additional first hour after quitting time will be paid at straight time.

G. In so far as practicable, overtime shall be distributed as equally as possible among employees within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working such overtime provided the employee has the ability to perform the work required.

CALL IN TIME

Any employee having completed his/her scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one half, even though he/she may work less than two (2) hours.

If an employee is called in to work on an unscheduled Sunday or Holiday, he/she shall be paid at the rate of double time.

JURY DUTY

Any full time employee who is required to perform Jury Duty service will be paid their regular salary, providing that said employee turn over to the Township any compensation received from the Courts, travel expenses excluded.

VACATION

The following annual vacation leave with pay shall be granted each calendar year. All employees must work six (6) months before they are eligible for any vacation.

Commencing with the Seventh (7) month through the first year, Five (5) working days vacation.

Commencing with the Second (2) year through the Fifth (5) year, Ten (10) working days vacation.

Commencing with the Sixth (6) year through the Tenth (10) year, Fifteen (15) working days vacation.

Commencing with the Eleventh (11) year through the Fifteenth (15) year, Twenty (20) working days vacation.

Commencing with the Sixteenth (16) year through the Twentieth (20) year inclusive, Twenty Three (23) days vacation.

Commencing with the Twenty First (21) year and every year thereafter, Twenty Five (25) working days vacation.

A. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work, as determined by the Township, may be carried forward into the next succeeding year only and will be mutually scheduled to be taken in that year.

B. Vacation can be used for sick time when requested, in writing, and approved by the Department Head, after determination that it will not cause a hardship on the Department or in the event that the employee has exhausted all sick leave accrued.

VACATION (contd.)

C. Vacation scheduling will be the responsibility of the Department Head and will be scheduled giving preference to seniority within classifications, and to the best interest of the Township services.

LONGEVITY

Longevity Pay will be granted annually in the first pay in December to regular full time employees with five (5) or more years of full time continuous service with the township, as per the following schedule:

5 to 9 years - 2% of annual pay - \$600 maximum
10 to 14 years - 4% of annual pay - \$800 maximum
15 to 19 years - 6% of annual pay - \$1,000 maximum
20 years and up - 8% of annual pay - \$1,200 maximum

In computing Longevity Pay the effective date shall be January 1st. If an employee leaves the service of the Township prior to December 1st, his/her Longevity will be based on his or her length of service and be pro-rated and paid at the time of separation. Any employee terminated for cause shall not be entitled to Longevity.

The employee must complete the year of service required in each step, in the year Longevity is to be paid.

HOLIDAYS

The following National Holidays are recognized as paid Holidays:
New Year's Day, Martin Luther King's Birthday, Lincoln's
Birthday, Washington's Birthday, Good Friday, Memorial Day,
Independence Day, Labor Day, Columbus Day, Election Day,
Veteran's Day, Thanksgiving Day, the day after Thanksgiving and
Christmas Day.

In addition one floating holiday to which the date must be
mutually agreed upon by the employee and the Department Head so
as not to interfere with the general operation of the Department.

A. In the event any of these Holidays fall on a Saturday,
they will be celebrated on the preceding Friday. If the Holiday
falls on a Sunday, it will be celebrated on Monday.

B. Employees must work the day before and the day after the
holiday, or be on an approved leave in order to receive payment
for the holiday.

SICK LEAVE

Sick Leave is hereby defined to mean the absence of any employee from duty because of personal illness which prevents doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the employee.

A. The term "Immediate Family" is hereby defined to include the following: Mother, Father, Mother-in-law, Father-in-law, Brother, Sister, Spouse, Children or Foster Children of the employee, Sister-in-law, Brother-in-law, Grandmother and Grandfather.

B. Any employee who is absent for reasons that entitle him/her to sick leave shall notify his supervisor promptly, but not later than Fifteen (15) minutes before the employee's usual starting time, except in cases of extreme emergency, where the employee is unable to do so. Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

C. Sick Leave shall accrue for regular full time employees at the rate of one (1) day per month during the first year of employment, and one and one-quarter (1 1/4) days per month in every calendar year thereafter and shall accumulate from year to year.

D. If an employee is absent for three (3) consecutive work days, the Township may require acceptable evidence on the prescribed form. The nature of the illness and the length of time the employee was absent shall be stated on a Doctor's Certificate.

SICK LEAVE (contd.)

E. At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits for any unauthorized time period. In the event sick leave is not approved or the employee has exhausted his accumulated sick leave, the absence may be charged to the employee's vacation, if any, provided the employee agrees.

F. Abuse of sick leave may be cause for disciplinary action.

G. Sick Leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the Public Health Department.

H. Any employee covered by the Public Employees Retirement System, upon retirement, (Service Retirement, Accidental Disability, Ordinary Disability, and Early Retirement, but not Deferred Retirement), shall be entitled to one hundred and eighty (180) days, payment of unused sick time accumulated.

I. It is understood that each employee, after his/her first calendar year, shall be credited 15 days as of the first of the year and shall be charged at the rate of one and one-quarter (1 1/4) days, if he/she leaves the service of the Township.

BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay, as per the following schedule:

A. Five (5) days off with pay in the event of death of the employee's Father, Mother, Spouse, Children or Foster Children of the employee.

B. Three (3) days off without loss of pay in the event of the death of the employee's Brother, Sister, Mother-in-law, Father-in-law, Grandmother, Grandfather, Brother-in-law, and Sister-in-law.

C. One (1) day off without loss of pay in the event of the death of the employee's Grandchild, Son-in-law, and Daughter-in-law.

D. If extenuating circumstances arise where more time off is required, then the employee may request additional time off from the Department Head and the Commissioner.

E. When such death leave is requested by an employee, it will be the responsibility of the Department Head to determine the validity of such request. The Department Head retains the right to require a copy of the Death Certificate of the deceased as proof of death.

WORKMENS COMPENSATION

If an employee is injured or becomes ill during the course of his employment, the following procedure shall be followed:

A. The employee shall notify his or her Department Head of the work related injury or illness immediately.

B. If the Township's Workmens Compensation Insurance Carrier does not dispute the casual relationship between the employment and the injury or illness, the employee shall be paid the Township's share of his or her full pay for the first Ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation.

C. After the first Ninety (90) calendar days from the date of the injury or illness as defined above, the employee shall have the option to charge his/her sick leave accumulation for the Township's share of his/her full pay, or to retain his/her Workmens Compensation checks and not receive any additional monies from the Township, in such event there shall be no charge to the employees sick leave accumulation.

D. Any employee claiming injury or illness on the job, who returns to work prior to qualifying for Workmens Compensation shall not initially be charged for sick or vacation. If said employee goes out again for the same injury he/she shall have to use sick or vacation time or possibly qualify for Workmens Compensation.

DISCIPLINARY ACTION

It is impossible to outline every aspect of behavior which is or is not appropriate for public employees. All employees are expected to maintain high standards of ethical and other personal conduct and to maintain a respect for the importance of people. The following may be causes for disciplinary actions up to removal.

1. Neglect of duty.
2. Incompetency or inefficiency.
3. Insubordination.
4. Intoxication on duty.
5. Chronic or excessive absenteeism.
6. Disorderly or immoral conduct.
7. The conviction of any criminal act or offense.
8. Negligence of or willful damage to public property or waste of public supplies.
9. Punching another employee's time card or attempting to induce another employee to commit this offense.

SENIORITY

A. Seniority is defined as an employee's total length of service with the Township in accordance with the following: Seniority of employees who have been rehired after leaving in good standing shall, after no more than a year or call back from a lay off, include credit for the prior period of employment. Otherwise, seniority shall be credited from the date of most recent hire.

B. In the event that the Township determines that it is necessary to lay off employees; the employee with the greatest amount of seniority shall be given preference, provided he/she has the skill, ability and physical qualifications to perform the work involved.

C. Notification of recall shall be made by the Township sending either a hand-delivered or certified letter to the employee's last known address as set forth on the Township's records. In the event that the employee fails to advise the Township within 72 hours of receiving the notice that he/she intends to return to work, he shall be considered terminated. If the employee has given notice that he/she is returning to work, he/she must be available to report on the job no later than seventeen (17) calendar days following receipt of said recall notification.

D. The Township shall maintain an accurate, up-to-date seniority roster showing date of hire, classification and rate of pay of each employee covered by this Agreement. The Township shall furnish a copy of same to the Union in January of each year as well as notifying the Union of changes as they occur.

E. An employee who is to be laid off may bump into a lateral or lower grade unit position if it is occupied by a less senior employee, provided he/she has the skill, ability and physical qualifications to perform the work.

F. The employee must give written notice to the Superintendent, or his designee, of his/her intent to bump within 48 hours after notice of lay off has been received.

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within twenty (20) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance, in writing, within ten (10) working days thereafter to the Department Head or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

GRIEVANCE PROCEDURE (contd.)

STEP THREE:

If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented, in writing, to the Mayor and Commissioners of the Township of Haddon or their designee within twenty (20) working days thereafter. The Mayor and Commissioners or their designee shall meet within thirty (30) working days and they shall thereafter respond, in writing, within ten (10) working days after such meeting.

STEP FOUR:

If the aggrieved person is not satisfied with the disposition of the grievance by the Township Commissioners, the grievance may be submitted to advisory arbitration within thirty (30) days after the expiration of Step 3.

A. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.

B. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

C. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

D. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be advisory only.

E. The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

GRIEVANCE PROCEDURE (contd.)

F. The designated Union Representatives shall be permitted, as members of the Grievance Committee, to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of an off-duty employee.

G. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. Agents of the Union, who are not employees of the Employer, may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussion Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the Employer's work by such agents.

I. The Employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

SALARIES

Salary increases shall be effective as of the employee's anniversary date and on January 1st of each year, for those employees employed at the signing of this contract (except as noted in A below), in accordance with Appendix B, attached.

A. Any employee covered by the Public Employees Retirement System, upon retirement (Services Retirement, Accidental Disability, Ordinary Disability and Early Retirement, but not Deferred Retirement), shall be entitled to retroactive pay should settlement of the employment contract occur after the retirement date.

B. Employees will be placed on the salary scale based on their years of service with the Township of Haddon.

C. New Employees, upon hire, will be placed at the entry level salary of the applicable position, and will progress along the scale with each year of service.

D. When a promotion to a higher level position occurs, the employee will be permitted to carry their years of service; however, future step increases will be based upon the date of promotion.

For 1990, the steps will increase by 8% and those increases granted accordingly.

For 1991, the steps will increase by 7% and those increases granted accordingly.

For 1992, the steps will increase by 6% and those increases granted accordingly.

AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

LAYOFF AND DISCHARGE

A. If an employee is laid off, he or she will be paid for any earned vacation time accumulated.

B. If an employee is discharged for cause, the Commissioner in charge of the Department will determine whether or not he/she is to be paid for any earned vacation time, depending upon the circumstances of his/her case.

C. In all other cases of separation, an employee who has vacation time accumulated or earned shall be paid for same.

D. No employee shall be disciplined or discharged without just cause.

E. An employee who is being considered for disciplinary action shall be entitled to union representation at each stage of any disciplinary hearing and during investigation concerning said disciplinary action.

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

APPENDIX A

Court Administrator

Deputy Court Clerk

Senior Tax Clerk

Data Entry Clerk

Control Person/Construction Official/Sub Code Official

Utility Billing Clerk

Tax Clerk

Clerk

DURATION

This Agreement shall be in full force and effect as of January 1, 1990, and shall remain in effect to and including December 31, 1992, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days, nor no later than one hundred and twenty (120) days, prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at Haddon Township, New Jersey on this 28th day of NOVEMBER, 1990.

FOR THE TOWNSHIP OF HADDON

William J. Park
Gerald J. Delella
Nicholas J. Laurito

FOR AFSCME, LOCAL 3528

Robert C. Little
Rosemary Swartz
Deane E. Coy

APPENDIX B

<u>TITLE/POSITION</u>		<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>	<u>LEVEL 5</u>
<u>Clerk</u>						
	'90	12,592.80	13,165.20	13,737.60	14,310.00	14,882.40
7/10/92	'91	13,474.30 nd	14,086.76 nd	14,699.23	15,311.70	15,924.17
	'92	14,282.76 th	14,931.97 th	15,581.18	16,230.40	16,879.62
<u>Tax Clerk</u>						
	'90	13,165.20	13,737.60	14,310.00	14,882.40	15,454.80
	'91	14,086.76	14,699.23	15,311.70	15,924.17	16,536.64
	'92	14,931.97	15,581.18	16,230.40	16,879.62	17,528.84
<u>Data Entry Clerk, Utility Billing Clerk, Control Parson</u>						
	'90	13,737.60	14,310.00	14,882.40	15,454.80	16,027.20
	'91	14,699.23	15,311.70	15,924.17	16,536.64	17,149.10
	'92	15,581.18	16,230.40	16,879.62	17,528.84	18,178.05
<u>Senior Tax Clerk</u>						
	'90	14,882.40	15,454.80	16,027.20	16,599.60	17,172.00
	'91	15,927.17	16,536.64	17,149.10	17,761.57	18,374.04
	'92	16,879.62	17,528.84	18,178.05	18,827.26	19,476.48
<u>Deputy Court Clerk</u>						
	'90	16,027.20	16,599.60	17,172.00	17,744.40	18,316.80
	'91	17,149.10	17,761.57	18,374.04	18,986.51	19,598.98
	'92	18,178.05	18,827.26	19,476.48	20,125.70	20,774.92
<u>Court Administrator</u>						
	'90	18,316.80	18,889.20	19,461.60	20,034.00	20,606.40
	'91	19,598.98	20,211.44	20,823.91	21,436.38	22,048.85
	'92	20,774.92	21,424.13	22,073.34	22,722.56	23,371.78